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ASSOCIATES LLC**
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14 **UNITED STATES DISTRICT COURT**
15 **DISTRICT OF NEVADA**
16

17 FEDERAL TRADE COMMISSION,

18 Plaintiff,

19 v.

20 JEREMY JOHNSON, individually, as officer
of Defendants I Works, Inc., etc., et al.,
21

Defendants.
22

Case No. 2:10-CV-02203-MMD-GWF

**~~PROPOSED~~ ORDER GRANTING
MOTION TO APPROVE SETTLEMENT
AGREEMENT WITH FEDERAL
DEPOSIT INSURANCE CORPORATION
AS RECEIVER FOR SUNFIRST BANK**

23
24 The matter of the Motion to Approve Settlement Agreement with Federal Deposit
25 Insurance Corporation as Receiver for SunFirst Bank ("Motion") filed by Robb Evans of Robb
26 Evans & Associates LLC, the Court-appointed Receiver in this matter ("Receiver"), came on
27 regularly for determination before the Honorable Miranda M. Du, United States District Judge
28 presiding. The Court, having reviewed and considered the Motion and all pleadings and papers

1 filed in support thereof, including without limitation the proposed Settlement Agreement between
2 the Receiver and the Federal Deposit Insurance Corporation in its capacity as Receiver for
3 SunFirst Bank ("FDIC") attached as Exhibit 1 to the Declaration of Brick Kane in support of the
4 Motion (the "Settlement"), and having reviewed and considered response and opposition to the
5 Motion, if any, and good cause appearing,

6 IT IS ORDERED that:

7 1. The Motion and all relief sought therein is hereby granted;

8 2. Without limiting the generality of the foregoing:

9 A. The Settlement is approved as fair and equitable and in the best interests of
10 the receivership estate;

11 B. The Receiver is authorized to pay the Note Sale Payment, as that term is
12 defined in the Settlement, to the FDIC in the amount of \$1,705,000 from funds on hand in the
13 receivership estate;

14 C. The Receiver is authorized to execute and deliver, and to accept, on behalf
15 of the receivership estate all documents, instruments, policies, agreements and other related
16 documents provided for under the Settlement;

17 D. The Receiver is authorized to take all other steps necessary or convenient to
18 implement and perform under the Settlement; and

19 E. Notice of the Motion is hereby deemed sufficient based on the service of the
20 notice of the filing of the Motion and the Motion on all parties and service of the notice of the
21 filing of the Motion on all known non-consumer creditors of the estate.

22
23 Dated: April 14, 2016



MIRANDA M. DU
United States District Court Judge